

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT AMONG THE UNITED STATES
6 AND
7 PAJARO VALLEY WATER MANAGEMENT AGENCY,
8 SANTA CLARA VALLEY WATER DISTRICT, AND
9 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1
10 PROVIDING FOR PROJECT WATER SERVICE

11 THIS CONTRACT, made this _____ day of _____, 2012,
12 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
13 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
14 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
15 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
16 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
17 hereinafter referred to as Federal Reclamation law, among the UNITED STATES OF
18 AMERICA, hereinafter referred to as the United States, and PAJARO VALLEY WATER
19 MANAGEMENT AGENCY, SANTA CLARA VALLEY WATER DISTRICT, and
20 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to
21 as the Contractors, public agencies of the State of California, duly organized, existing, and acting
22 pursuant to the laws thereof;

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 WHEREAS, the United States and the Mercy Springs Water District (Mercy
26 Springs) entered into interim renewal Contract (long-form interim renewal contract)
27 No. 14-06-200-3365A-IR1 which provided for the continued water service of 13,300 acre-feet
28 of Central Valley Project (CVP) water to Mercy Springs following expiration of Contract
29 No. 14-06-200-3365A; and

30 WHEREAS, the United States and Mercy Springs entered into successive
31 renewals, of which the last long-form interim renewal contract was Contract
32 No. 14-06-200-3365-IR3-A; and

33 WHEREAS, on May 14, 1999, the Contractors, Mercy Springs, and the United
34 States executed a partial assignment agreement, “Agreement for Partial Assignment of Water
35 Service Contract No. 14-06-200-3365A-IR2”, which assigned to the Contractors the rights,
36 duties, and obligations of Mercy Springs’ in Contract No. 14-06-200-3365-IR4-A (the
37 interim renewal contract prior to Mercy Springs’ partial assignment to the Contractors) for
38 6,260 acre-feet; and

39 WHEREAS, the United States and the Contractors entered into the first interim
40 renewal contract identified as Contract No.14-06-200-3365-IR4-B; and

41 WHEREAS, the United States and the Contractors entered into another
42 renewal, of which was the last long-form interim renewal Contract No. 14-06-200-3365-IR5-B,
43 hereinafter referred to as IR5-B; and

44 WHEREAS, the United States and the Contractors have entered into successive
45 renewals of IR5-B the most recent of which is Contract No. 14-06-200-3365A-IR12-B,

46 hereinafter referred to as the IR12-B, effective March 1, 2010, through February 29, 2012; and

47 WHEREAS, the United States and the Contractors have made significant progress
48 in their negotiations of a long-term renewal contract, believe that further negotiations on the
49 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
50 seek to reach agreement, but anticipate that the environmental documentation necessary for
51 execution of any long-term renewal contract may be delayed for reasons beyond the control of
52 the parties; and

53 WHEREAS, the Contractors have requested a subsequent interim renewal
54 contract pursuant to IR12-B; and

55 WHEREAS, the United States has determined that the Contractors have to date
56 fulfilled all of its obligations under IR12-B; and

57 WHEREAS, the United States is willing to renew IR12-B pursuant to the terms
58 and conditions set forth below; and

59 NOW, THEREFORE, in consideration of the mutual and dependent covenants
60 herein contained, it is hereby mutually agreed by the parties hereto as follows:

61 RENEWAL AND REVISION OF
62 CONTRACT NO. 14-06-200-3365A-IR12-B

63 1. Except as specifically modified by this Contract, all provisions of IR12-B are
64 renewed with the same force and effect as if they were included in full text with the exception of
65 Article 1 of IR12-B thereof, which is revised as follows:

66 (a) The first sentence in subdivision (a) of Article 1 of IR12-B is replaced
67 with the following language: "This Contract shall be effective from March 1, 2012, and shall
68 remain in effect through February 28, 2014, and thereafter will be renewed as described in

69 Article 2 of IR5-B, if a long-term renewal contract has not been executed with an effective
70 commencement date of March 1, 2014.”

71 (b) Subdivision (b) of Article 1 of IR12-B is amended by deleting the date
72 “February 29, 2012,” and replacing same with the date “February 28, 2014.”

73 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year
74 first above written.

75 UNITED STATES OF AMERICA

76 By: _____
77 Regional Director, Mid-Pacific Region
78 Bureau of Reclamation

79 (SEAL) PAJARO VALLEY WATER MANAGEMENT
80 AGENCY

81 Attest: By: _____
82 General Manager

83 By: _____
84 Secretary

85 (SEAL) SANTA CLARA VALLEY WATER DISTRICT

86 Attest: By: _____
87 Chief Executive Officer

88 By: _____
89 Secretary

90 (SEAL) WESTLANDS WATER DISTRICT
91 DISTRIBUTION DISTRICT NO. 1

92 Attest: By: _____
93 President of the Board of Directors

94 By: _____
95 Secretary of the Board of Directors